ANNEXURE -B

BENGALURU METROPOLITAN TRANSPROT CORPORATION

CENTRAL OFFICES, STORES & PURCHASE BRANCH, BENGALURU: 560 027

Sub: **Procurement of Pre-Cured Tread Rubber and Allied Materials on net landed L-1 rate**
Ref: Tender No.BMTC/2024-25/IND0097/CALL-3.

IMPORTANT NOTE TO THE BIDDERS

In view of the modification in the e-procurement portal by the Government of Karnataka, the tenderers should invariably quote the following parameters in the e-procurement portal while uploading the commercial bid. Failing which their offer will not be considered for commercial evaluation.

a) Basic rate
b) GST
c) End Rate

The Brand name, production and supply capacity, Lead time required should be mentioned in the Additional format and uploaded in the e-portal along with technical documents

TERMS & CONDITIONS

1. (a) Pre-Qualification Criteria

Sl.No	Pre-qualification criteria
1	**ISO Certification** The firm should have **ISO 9001-2015 or latest certification.** They should submit the proof for the same along with the tender documents.
2	**Turnover**: Only Manufacturers of all the three items viz. Pre-cured Tread Rubber, Bonding/ Cushion Gum and Black Vulcanizing Cement / Universal Spray Compound with a Minimum Annual Average turn-over of **Rs.30.00** Crores from the sale of PCTR and allied materials for **preceding continuous three years (2021-22, 2022-23 & 2023-24)** are eligible to participate. Turnover shall be supported by the audited statements of accounts, i.e., manufacturing, profit & loss accounts, balance sheets. The tenderer should submit audited statements of accounts in original duly signed by the

Sl.No	Pre-qualification criteria
	Chartered Accounted along with the prequalification offer. They should be manufacturer of all the three items and quote for all the three items viz., Precured tread rubber, bonding/cushion gum & Black vulcanizing cement/ Universal spray compound. The offers of the firm who are not the manufacturer of all the three items or who have not quoted for all the three items will be disqualified. The tenderer should enclose certificate from the CA along with the membership number, UDIN Number stating that the turnover details furnished in the audited statement of accounts have been verified by him and that they are found correct. Failed to comply with this condition, the offer will be disqualified
3	**Production and supply capacity/ Infrastructure facility**: The tenderer should offer **minimum of 100 MT's per month supply capacity** and the firm should have the required machineries and facilities to manufacture PCTR and Allied Materials under one roof/ compound. **(Declaration-IV to be uploaded as per the format).**
4	**Previous Supply Experience**: The firm should have supplied the minimum **300 Metric Tons** for any of the STU's or the organizations during **previous financial year (From April-2024 to March-2025)**. They should furnish the invoice copies in support of the same. **(Statement – 01 and invoice copies to be uploaded)**
5	**Procurement of Natural Rubber and Rubber Board License**: The firm should procure their requirement of natural rubber from the Rubber Board identified sources only **(Supporting documents like tax invoice copies to be uploaded).** The firm should have valid Rubber Board License. **The successful bidder should send Batch Test Certificate to the consignee for every supplies. The undertaking to be furnished by the bidder in this regard during submission of bid (in Declaration-I).**

(b) Evaluation Criteria

Sl. No.	Evaluation Criteria
1	**Based on Net landed L-1 price as detailed under.** The orders will be placed on the eligible firm whose quoted rates for PCTR, Bonding Gum and Black Vulcanizing Cement for tendered quantities comes lowest as per the following formula. Formula: Total Value of PCTR and Allied Materials for tendered quantities = [(Tendered qnty of PCTR in kg X Quoted Rate of Bidder for PCTR per kg) + (Tendered qnty of Bonding Gum in kg X Quoted Rate of Bidder for Bonding Gum per kg) + (Tendered qnty of BVC in litre X Quoted Rate of Bidder for BVC per litre)]

(c) Other Terms and Conditions

Sl.No	Other Terms and Conditions
1	**Minimum Guaranteed Kilometre:** The Minimum Guarantee Kilometre for PCTR will be **uploaded on KPP Portal as Addendum. The bidders should undertake to provide Minimum Guaranteed Kilometre prescribed by BMTC.** The Prorata amount would be calculated for the shortfall in average KMs performance (to be calculated after six months from the date of last supply compared to minimum guarantee kilometre prescribed in the tender). The Km performance of Processed tyres for calculation of prorata recovery would be taken in BMTC which is binding on the Supplier unconditionally and shall not be disputed. There would be no joint inspection for premature failure of PCTR by the Supplier's representative. The bidder should furnish undertaking in this regard **(in Declaration-I).**
2	**Prorata Recovery:** The Average KM performance of removed tyres of BMTC all the

Sl.No	Other Terms and Conditions
	processes will be computed after 6 months from the date of last supply. The actual average KMs performance would be furnished by the Mechanical Engineering Department BMTC and compared with the minimum guarantee kilometre in the tender. The Prorata amount would be calculated by Mechanical Engineering department for the shortfall in KMs performance for the above minimum guarantee kilometre. There would be no joint inspection for premature failure of Tyres by the Supplier's representative. In case of any dispute in respect of Prorata claims, the decision of the Committee of COS&P, CME, CAO-FA and Dy.CAO-IA of BMTC is final and binding on both the parties. Prorata recovery for the shortfall in Kilometers performed as against the minimum guarantee kilometre will be worked out as shown below (Cost for processing per tyre/ minimum guarantee kilometre) x average uncovered KMs of BMTC x number of tyres removed **(Tyres removed for any reason will be considered for prorata calculation).** The data regarding processed cost has to be provided by Accounts department of BMTC. The recovery will be only in the form of Amount/ Rupees only to the extent of prorata amount calculated as above. Shortfall of Kms will be calculated after 6 months from the date of last supply & prorata amount in respect of the contractual period would be recovered at Central Offices from the Security Deposit or from the payable bills if the Prorata amount exceeds the Security Deposit. Prorata recovery amount declared by the Mechanical Engineering Department of BMTC Central offices is final and binding on all suppliers.

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3	**Joint Inspection:** No joint inspection & the data of Kms furnished by BMTC is binding on the Supplier unconditionally and shall not be disputed.
4	**Random Sample Testing:** Random Sample would be sent to NABL accredited Government Testing Laboratories (National Accreditation Board for Testing & Calibration Laboratories) / CIRT/ Indian Rubber Manufacturers Research Association (IRMRA) once every month by BMTC. The random sample will be picked up by the consignee in presence of the representative of the supplier who will come specifically for this purpose within 7 days from the date of dispatch of materials from his end, without waiting for any intimation from the concerned consignee. If supplier fails to visit the BMTC for picking of sample within 7 working days from the date of Invoice, then the supplier presence is not mandatory for picking the samples. After 7 working days, the BMTC may pick up the random sample by the team consisting of Stores Officer/Assistant Stores Officer, Divisional Mechanical Engineer and Divisional Security Inspector and send the same to the authorized testing laboratory. In case of failure of samples in the test, penalty will be calculated to the extent of 10% of the particular item of the invoice in addition to the cost of samples, testing charges, administrative/ incidental charges etc., will be levied. The firm will be requested to reimburse the penalty amount. If the supplier fail to reimburse, the penalty amount will be recovered from their pending bills available at BMTC. If there are no pending bills, the penalty amount will be recovered from Security Deposit. **The CME to furnish the details of minimum critical parameters (which requires less lead time for testing) of PCTR to be tested and NABL accredited Government Testing Laboratories details**

Sl.No	Other Terms and Conditions
	for sending samples by BMTC.
5	**Failure of samples picked up from previous supplies (for previous suppliers only):** If 5 random samples failed from the BMTC, such firms will be barred from participating for future 2 tenders besides invoking standard penalty clause.
6	**Specification:** IS:15524:2018 specification as recommended by the Technical department.
7	**Security Deposit:** 10% of the purchase order value valid up to 12 months from the date of last supply/ settlement of claim if any. The security deposit shall be only in the form of Bank Guarantee issued from Nationalized Bank.
8	**Cancellation of ordered quantity:** After the evaluation of **500** processed tyre km's performance against the running purchase order, if Km performance is less than **50000 km's, the balance quantity of purchase order will be immediately cancelled (in case of supply period of particular purchase order is not completed)** besides barring them from participating in **next one tender.** The km performance of tyres removed from vehicles due to user abuse will not be considered and will be excluded while evaluating the performance of **500 processed tyres**. The kilometre performance data declared by Mechanical Engineering department is final and binding on the supplier. The Corporation would cancel the balance quantity of Letter of Intent/ Purchase Order at any point of time for deficiency in the supply performance & quality performance **(including increased cases of tread rubber separation, tread lift, tread rubber chipping, etc due to manufacturing / materials defects).** In such case, Purchase Order would be placed on the next available source by invoking risk purchase clause including recovery of liquidated damages suffered by the Corporation besides barring the Supplier from participating in **next**

Sl.No	Other Terms and Conditions
	one tender.
9	**Supply Performance:** Failure to supply the materials as per the Delivery schedule furnished in the Purchase Order or the Delivery schedule furnished by the consignee and non- completion of the ordered quantity would lead to disqualification in the future tenders besides forfeiting the EMD and invoking Risk Purchase Clause and all consequential damages. In case of stoppage of Tyre Retreading Plants, a penalty of 1% of the Invoice Value of the quantity to be delivered as per the Delivery Schedule on the day of the stoppage of Tyre Plant due to non-supply / delayed supply of PCTR and allied items per day would be imposed. Each lot of supply should be of minimum 5 MTs of PCTR. The consignment will not be accepted if the quantity is less than 5 MTs. The Corporation would cancel the Letter of Intent/ Purchase Order at any point of time for deficiency in the supply performance & quality performance. In such case, Purchase Order would be placed on the next available source by invoking risk purchase clause including recovery of liquidated damages suffered by the Corporation besides barring the Supplier from participating in two future tenders.
10	**Ratio for supply:** Each consignment should be supplied as a set in the ratio of PCTR: BG: BVC = 1.00: 0.12: 0.075. a. Failure to maintain the above ratio at the time of supply, the entire consignment or part thereof for which the proportionate quantity of Bonding Gum/ Cushion Gum or Black Vulcanizing Cement / Universal Spray Compound or both is not supplied will be rejected at the cost and risk of supplier. b. Supply should be made from fresh batch of production with maximum shelf life, pattern, size, date of manufacture, date of expiry, gross weight, net weight should be indicated on the containers. In addition to these actual drying times for Black Vulcanizing Cement/ Universal Spray Compound should be indicated clearly and boldly on the drum.

Sl.No	Other Terms and Conditions
	c. A list showing the container/ Bag number, Gross weight, net weight in respect of pre-cured Tread Rubber and Bonding Gum/ cushion Gum should be sent to the consignees along with the consignment note and Invoice for verification while taking delivery of consignments from the carriers.
11	The technical department of BMTC to forward the feedback (to purchase department) on quality performance of PCTR and Allied Materials from time to time to initiate actions on supplier as per the clause 8 under other terms and conditions (cancellation of ordered quantity).

b. **Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (as detailed at Annexure-B2). In this regard, a compliance certificate/ declaration to be submitted by the bidder on Rs. 20/- & above stamp Paper as per the format at Declaration-III (regarding restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India.)**

c. The Audited Statement of Accounts i.e., Manufacturing/ Trading and Profit & Loss Account, Balance Sheets for all the three years.

d. In addition to the audited statement of account, the tenderer should submit Annual GST return acknowledged by the concerned Tax Authority along with the pre-qualification offer for all the three years.

e. The Tenderer should upload Verification Certificate from the Chartered Accountant stating that, the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct. Failure to comply with this condition, the offer will be disqualified.

f. The bidder should undertake to supply the ordered quantity as per the delivery schedule provided.

g. The Tender must fulfill all the statutory requirements.

h. Tenderer who have been blacklisted by any of the Government Organization/ Public Sector undertaking for breach of contract shall not be considered.
i. If the supply and quality performance are not satisfactory in respect of previous/past supplies, the offers of such firms will dis-qualified.

2. **Tender Processing Fee** : As charged by KPP portal.

3. **Earnest Money Deposit:** Rs.50,000/- is to be paid through **e-payment mode.**

   The tenderer can pay the Earnest Money Deposit (EMD) in KPP portal using any of the payment modes like Credit Card, Direct debit, National Electronic Fund Transfer (NEFT) or Over the Counter (OTC).

   As per the Government of Karnataka Notification issued vide No:FD/130/ EXP12/2015 DT: 08.09.2015, " Micro & Small Enterprises registered with NSIC under a single point vendor registration scheme, are exempted from the payment of "Earnest Money Deposit". Bidders who wants to avail these facility, should enclose the copy of NSIC certificate. (As per Govt. of Karnataka Notification No. FD/295/EXP-122019 Dated: 26.03.2019, the exemption from payment of EMD is applicable only for procurement of goods).

4. **Security Deposit (Please also refer Annexure – B1 for details):**
   10% of the purchase order value valid up to 12 months from the date of last supply/settlement of claim if any. The security deposit shall be only in the form of Bank Guarantee issued from Nationalized Bank.

5. **Supply location and delivery:**
   The supplies should be FOR destination to BMTC. The tentative schedule for supply will be from **May 2025 to October 2025**. However, the Tender Inviting Authority/ consignee reserves the right to modify the schedule & places of delivery and accordingly supplies have to be made.

6. **Pre bid meeting:** The pre bid meeting will be held on **Dt. 29.04.2025 @ 11.30 Hrs** at the Mini Meeting Hall of BMTC, 4th floor, Central Offices, K. H. Road, Shantinagar, Bengaluru.

7. Last date and time for submission of tender documents through e-procurement portal: **Dt: 19.05.2025, time 17:00 Hrs.**

8. Opening of prequalification offers: **Dt. 21.05.2025, time 11:30 Hrs.**

9. Opening of commercial offers: **Tentatively 22.05.2025, time 11:30 Hrs**.

10. Other Standard Terms and Conditions are as per tender documents.

11. **Contact details of BMTC**

The Controller of Stores & Purchases,
BMTC, Central offices,
Stores & Purchase Branch,
Bangalore : 560 027
Email id : cosp@mybmtc.com
Stores officer: 7760991159.

CONTROLLER OF STORES AND PURCHASES
[TENDER INVITING AUTHORITY]